

undue burden or hardship upon the efficient operation of the department, the department head or the City Manager may request relief from the appropriate agency for the employee serving as a juror.

(c) An employee who has been subpoenaed as a witness in an official City capacity shall be paid the employee's regular salary, less any witness fee received.

Section 17.9 Catastrophic Leave

Employees of this bargaining unit may voluntarily donate vacation leave, holiday leave and compensatory time off to a common bank from which other employees in the bargaining unit may draw in case of their personal illness when they have exhausted sick leave. Catastrophic illness or injury shall be defined for this purpose to mean a life threatening or debilitating illness or injury. The City may require that the catastrophic nature of the condition be confirmed by a doctor's report. Donated leave will be credited to the receiving employee's sick leave balance on an hour for hour basis and shall be paid at the rate of pay of the receiving employee.

Section 18. Health and Welfare

Section 18.1 Health and Welfare Trust Fund

For purposes of providing health and welfare benefits for regular full-time and permanent part-time employees subject to this MOU the City shall contribute an agreed upon amount to the "Teamsters Local Union No. 856 Health and Welfare Fund" on a monthly basis on behalf of each eligible employee for actual costs incurred by such Fund to provide and maintain as existing levels of coverage hospital, medical, dental care, prescription drugs, vision care, and retiree health benefits.

(a) Effective 11/1/01 the City will contribute up to \$616.00 per month per employee toward Health and Welfare coverage, upon receipt of documentation of cost increases from the Teamsters Health and Welfare Trust Fund.

(b) Effective 11/1/02, the City's monthly contribution may increase by up to four percent (4%) upon receipt of documentation of cost increases.

(c) Effective 11/1/03, the City's monthly contribution may increase by up to four percent (4%) upon receipt of documentation of cost increases.

(d) In recognition that the current contribution rate for health & welfare premiums is \$38.00 lower than the projected \$616.00 rate level for year 2001, the City agrees allow this \$38.00 carryover credit balance to be used to offset future premium increases which may exceed the identified annual 4% adjustments. This continues the process of providing for a carryover credit when actual costs required by the Fund do not exceed the

agreed upon maximum contribution rate. As an illustration, the maximum rate allowed for November 1, 2002 is \$640.64. If the rate requested with documentation called for a rate of \$652.50, the \$11.86 above the agreed upon maximum would be covered by utilizing the carryover credit balance fund of \$38.00. In this illustration, use of the \$11.86 credit would reduce the \$38.00 carryover credit balance to \$26.14 over the remainder of the term of the MOU.

(e) An eligible employee with respect to whom monthly contributions are required shall mean any employee on the payroll on the first day of any calendar month who has been on the payroll of the City eighty (80) hours or more during the preceding calendar month. Said contribution shall institute full compliance with and full performance of all obligations of the City to provide health and welfare benefits for its employees.

(f) During the term of this MOU the parties herein reserve the right to request the other party to meet and confer on the subject of this section for the purpose of reviewing and considering a competitive proposal from the requesting party for the obtaining of equal or comparable health and welfare benefits for covered employees at no additional or less cost to the City.

Section 18.2 Life Insurance

(a) The City shall provide, at its expense, a term life insurance group policy for employee's annual base salary as stated in "Appendix A" of this MOU. In no event will an employee have less than a \$50,000. life insurance policy. Income tax consequences, in conformance with IRS regulations, will be the responsibility of the employee.

(b) Said employees shall be entitled to purchase at their own expense unlimited additional term life insurance from the carrier providing the above-mentioned policy at no cost to the City under such terms and conditions as are customarily imposed by such carrier in its normal course of business.

(c) Subject to agreement with the miscellaneous and management bargaining units, the City agrees to provide Level IV 1959 Survivor's Benefits to members of this bargaining unit. This benefit has a monthly employee cost (currently \$2.00), determined by PERS, and a rate based on actuarial valuation to the City on a monthly basis.

Section 18.3 Long Term Disability

The City shall provide long-term disability benefits during the term of this Memorandum of Understanding for members of this bargaining unit in accordance with the agreement between the City and Canada Life Insurance Company, as in force on October 1, 1981.

For those members of this bargaining unit who do not have City paid Long Term